

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Hunch, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation (State-)
 Other (Missouri Limited Liability Company)

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Name: Punch Software, LLC

Address: 7900 North West 100th Street
Kansas City, Missouri 64153

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other (Delaware Limited Liability Company)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other - Record assignment and correct the recordal made at reel/frame 002841/0513 against trademark no. 2285409 in error.

Execution Date: April 15, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s) 2772758

5. Name and address of party to whom correspondence concerning document should be mailed:

Hayley M. Smith
Senior Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675
Phone (212) 446-4727, Facsimile (212) 446-490

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40

Enclosed
 Authorized to be charged to Deposit Account

8. Deposit Account No. 111098
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature: *To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*

Hayley Smith Hayley Smith 7-12-04
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: ___

CH \$40.00 111098 2772758

04/26/2004
700080765

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- Corporation (State-)
- Other (Missouri Limited Liability Company)
- Association
- Limited Partnership

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- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: April 15, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See attached Schedule

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Hayley M. Smith
Senior Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675
Phone (212) 446-4727, Facsimile (212) 446-490

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$ 115

- Enclosed
- Authorized to be charged to Deposit Account

8. Deposit Account No. 111098

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Hayley M. Smith
Name of Person Signing

Hayley M. Smith
Signature

4/26/04
Date

Total number of pages including cover sheet, attachments, and document: ___

CH \$115.00 111098 7/26/04

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 15, 2004 ("Effective Date") by and between Hunch, LLC, a Missouri limited liability company (previously Punch Software, LLC, a Missouri limited liability company) ("Assignor"), and Punch Software LLC, a Delaware limited liability company, ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 15, 2004 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto and the foreign applications for trademark registration set forth on Schedule D attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to

the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

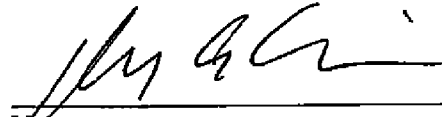
To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Registered Trademarks on the date first above written.

"ASSIGNEE"

PUNCH SOFTWARE LLC

By: 
Name: _____
Title:

"ASSIGNOR"

HUNCH, LLC

By: _____
Name:
Title:

[NOTARY SIGNATURES APPEAR ON FOLLOWING PAGES]

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this _____ day of _____, 2004 by _____ who being duly sworn, did say that he/she is the _____ of Hunch, LLC, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.

Notary Public

My commission expires: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this _____ day of _____, 2004, by Benjamin S. Levin who being duly sworn, did say that he/she is the President and Secretary of Punch Software LLC, a Delaware limited liability company, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.

Thaina Lesperance
Notary Public

My commission expires: 1/28/06

THAINA LESPERANCE
Notary Public, State of New York
No. 01LE6069337
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 1/28/ 06

Apr 15 04 10:44a

gary jenkins

816 891 8959

p.7

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Registered Trademarks on the date first above written.

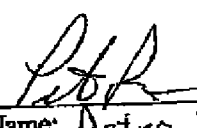
"ASSIGNEE"

PUNCH SOFTWARE LLC

By: _____
Name:
Title:

"ASSIGNOR"

HUNCH, LLC

By:  _____
Name: Peter T Pierce
Title: President

[NOTARY SIGNATURES APPEAR ON FOLLOWING PAGES]

Apr 15 04 10:44a

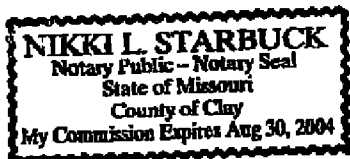
gary jenkins

816 891 8959

p.8

STATE OF Missouri)
) ss
COUNTY OF CLAY)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this 15 day of April, 2004 by Peter T. Pierce who being duly sworn, did say that he/she is the PRESIDENT of Hunch, LLC, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.



Nikki L Starbuck
Notary Public

My commission expires: 8/30/04

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this _____ day of _____, 2004, by _____ who being duly sworn, did say that he/she is the _____ of Punch Software LLC, a Delaware limited liability company, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.

Notary Public

My commission expires: _____

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Country	Serial No./ Filing Date	Reg. No./ Registered	Status
MASTER LANDSCAPE & HOME DESIGN	U.S.	78/251,745 5/19/03	2,828,101 3/30/04	REGISTERED Affidavit of Use due 3/30/10
REALMODEL	U.S.	75/557,005 9/23/98	2,252,216 6/8/99	REGISTERED Supplemental Register Affidavit of Use due 6/8/05
ARCHITECTURAL SERIES	U.S.	78/144,585 7/17/02	2,772,758 10/7/03	REGISTERED Supplemental Register Affidavit of Use due 10/7/09
PUNCH! SOFTWARE	U.S.	75/557,004 9/23/98	2,285,409 10/12/99	REGISTERED Affidavit of Use due 10/12/05
PUNCH!	European Comm.	1,600,741 4/10/00	1,600,741 3/4/02	REGISTERED Renewal due 4/10/10
MASTER LANDSCAPE	U.S.	76/227,864 3/22/01	N/A	ABANDONED ITU Failure to respond 12/18/03

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

None.

SCHEDULE C**FOREIGN TRADEMARK REGISTRATIONS**

Mark	Country	Serial No./ Filing Date	Reg. No./ Registered	Status
PUNCH!	European Comm.	1,600,741 4/10/00	1,600,741 3/4/02	REGISTERED Renewal due 4/10/10

SCHEDULE D
FOREIGN TRADEMARK APPLICATIONS

None.



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



700080765A

MAY 04, 2004

PTAS

KIRKLAND & ELLIS
HAYLCY M. SMITH
153 EAST 53RD STREET
SENIOR LEGAL ASSISTANT
NEW YORK, NY 10022-2675

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/26/2004

REEL/FRAME: 002841/0513
NUMBER OF PAGES: 12

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:
HUNCH, LLC

DOC DATE: 04/15/2004
CITIZENSHIP:
ENTITY: MISSOURI LIMITED
LIABILITY COMPANY

ASSIGNEE:
PUNCH SOFTWARE, LLC
7900 NORTH WEST 100TH STREET
KANSAS CITY, MISSOURI 64153

CITIZENSHIP:
ENTITY: DELAWARE LIMITED LIABILITY
COMPANY

APPLICATION NUMBER: 78251745
REGISTRATION NUMBER: 2828101

FILING DATE: 05/19/2003
ISSUE DATE: 03/30/2004

MARK: MASTER LANDSCAPE & HOME DESIGN
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

002841/0513 PAGE 2

APPLICATION NUMBER: 75557005
REGISTRATION NUMBER: 2252216

FILING DATE: 09/23/1998
ISSUE DATE: 06/08/1999

MARK: REALMODEL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78144585
REGISTRATION NUMBER:

FILING DATE: 07/17/2002
ISSUE DATE:

MARK: OGAWA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75557004
REGISTRATION NUMBER: 2285409

FILING DATE: 09/23/1998
ISSUE DATE: 10/12/1999

MARK: PUNCH! SOFTWARE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

SCHEDULE TO RECORDATION COVER SHEET

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